

**THE RETIREMENT SYSTEMS  
OF ALABAMA**

**INVITATION TO BID**

For:

***IT HARDWARE & SOFTWARE***

Agency Contact:

Edward Davis (334) 517-7130

Invitation to Bid No.: **11-023**

Mandatory Pre-bid Conference:

DATE: N/A TIME:

Bids Must be Received Before:

DATE: August 10, 2011 TIME: 5:00 PM

Bids Will be Publicly Opened

DATE: August 11, 2011 TIME: 10:00 AM

**TO BE COMPLETED BY VENDOR**

INFORMATION IN THIS SECTION SHOULD BE PROVIDED AS APPROPRIATE. BID RESPONSE MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

- 1) DELIVERY: CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER.
- 2) TERMS: \_\_\_\_\_ (DISCOUNTS WILL BE CONSIDERED IN THE BID EVALUATION AND WILL BE TAKEN WITHOUT REGARD TO DATE OF PAYMENT).
- 3) PRICES VALID FOR ACCEPTANCE WITHIN \_\_\_\_\_ DAYS.
- 4) VENDOR'S QUOTATION REFERENCE NUMBER, IF ANY: \_\_\_\_\_ (THIS NUMBER WILL APPEAR ON PURCHASE ORDER)
- 5) FEDERAL EMPLOYER ID. NO. (IF NO FEIN, ENTER SSN) : \_\_\_\_\_
- 6) EMAIL: \_\_\_\_\_ WEB ADDRESS: \_\_\_\_\_

**RETURN INVITATION TO BID:**

**REGULAR MAIL**

RETIREMENT SYSTEMS OF ALABAMA  
P.O. BOX 302150  
MONTGOMERY, ALABAMA 36130-2150

**COURIER**

RETIREMENT SYSTEMS OF ALABAMA  
201 SO. UNION STREET, SUITE 574  
MONTGOMERY, ALABAMA 36104-4369

**SIGNATURE AND NOTARIZATION REQUIRED**

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

**Sworn to and subscribed  
before me this**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE (INK)

\_\_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
TYPE / PRINT AUTHORIZED NAME

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PHONE INCLUDING AREA CODE

\_\_\_\_\_  
FAX NUMBER

## **BID RESPONSE INSTRUCTIONS**

- **READ ALL TERMS, CONDITIONS AND SPECIFICATIONS**
- Label your bid response envelope with the **BID NUMBER** and **OPENING DATE**. Bids not identified may be rejected.
- Submit your bid on time. **ALL LATE BIDS WILL BE REJECTED.** The Retirement Systems of Alabama assumes no responsibility for bid responses that are late due to the U.S. Postal Service, private courier service, or any other reason.
- **Bid responses must be signed and notarized. Signatures must be original, hand-written.**
- **Bid pricing must be submitted on the attached Price Sheet without modification and must include all requested information.**
- Any errors or corrections to a bid response should be initialed.
- **Delivery date may be considered a factor in determining an award.**
- The public bid opening will be held at 201 S. Union Street, 5th floor Conference Room, Montgomery, Alabama.
- **STATE LAWS:** All bidders are responsible for compliance with all laws and Executive Orders and opinions of the Attorney General of Alabama before doing business with a State Agency.
- The Retirement Systems of Alabama is exempt from paying Federal Excise Tax, state and local sales tax.

RETIREMENT SYSTEMS OF ALABAMA  
**IT HARDWARE & SOFTWARE**  
**ITB 11-023**

**PURPOSE**

The purpose of this Invitation to Bid is to establish a twelve (12) month agreement for the purchase of IT Hardware & Software products including hardware, accessories, and software manufactured and marketed currently or at any time during the term of this contract. The initial term of the agreement shall be for twelve (12) months. Up to four additional twelve-month agreement periods may be entered into under the same specifications, pricing, terms and conditions if proposed in writing by the Retirement Systems of Alabama (RSA) and accepted by the Contractor. The successful bidder shall be required to execute, without modification, the “Agreement for Purchase of IT Hardware and Software” accompanying this Invitation to Bid.

**BID PRICING**

Bidders are requested to enter their bid as a percentage off (discount) the Manufacturer’s published U.S. List Price on the attached **Price Sheet**. All bid pricing shall be deemed to include all costs associated with providing the specified product. No additional charges shall be allowed. All pricing is to be FOB destination. Bids must be valid for acceptance for a minimum of 30 days after bid opening. Discounts shall be firm for the initial term of the Agreement and any subsequent renewal periods.

**BID EVALUATION AND AWARD**

The bid will be awarded to the lowest responsible bidder for each product line. Retirement Systems of Alabama reserves the right to reject any or all bids and to waive any technical errors or discrepancies if, in their judgment, it would be in the best interest of Retirement Systems of Alabama to waive such errors or discrepancies.

It is not a requirement to be a registered bidder with the State of Alabama to qualify to bid.

**AWARD CRITERIA**

Bidder is to place percentage discount (shown as a whole number with one decimal place) on the price sheet for each line item. The combined discount will be determined by the sum of the following calculations:

1. Hardware – Discount percentage multiplied by 75%
2. Software – Discount percentage multiplied by 15%
3. 1-year Maintenance – Discount percentage multiplied by 8%
4. 3-year Maintenance – Discount percentage multiplied by 2%

The responsible bidder offering the highest level of combined discounts per product line will be considered low bidder for that product line.

## INTENT TO AWARD

The Retirement Systems of Alabama will issue an “Intent to Award” before a final award is made. The “Intent to Award” will continue for a period of five calendar days, after which a final award will be made. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1 (14).

## BID OPENING

Bids must be received no later than 5:00 P.M., August 10, 2011. Bids will be publicly opened August 11, 2011 at 10:00 A.M. in the 5th floor conference room of the Retirement Systems of Alabama Systems Building located at 201 South Union Street, Montgomery, Alabama.

## RESPONSIVE BIDDERS

Awarded vendor must be an **authorized distributor** that can sell their products and services to any state or local government agency within the State of Alabama. **A letter of authorization from each manufacturer must be provided with your bid response.**

Include with your bid response complete details of your company’s Return Merchandise Policy, including, but not limited to, amount of any restocking fee required, procedures, limitations, contact person and phone number.

The awarded bidder shall be required to submit certification as required by the State of Alabama stating that the awarded bidder is appropriately registered to collect and remit state and local sales, use and lease taxes on all its sales and leases into the State of Alabama. Accordingly, each bid submitted must include certification that the bidder is not barred from bidding for or entering into a contract under Act 2006-557 and that the bidder acknowledges that the RSA may declare any contract awarded from this ITB void if the certification completed by the awarded bidder is false (**certification attached**). The awarded bidder will be required to complete a Vendor Disclosure Statement as required by Act 2001-955 (**copy attached**).

## DELIVERY

Delivery terms are F.O.B. Destination, 201 South Union Street, Montgomery, Alabama 36104. The term F.O.B. Destination shall mean delivered and unloaded inside the receiving dock of the Retirement Systems of Alabama Building. All shipments must include a packing slip or invoice referencing the Retirement Systems of Alabama’s purchase order number.

Delivery must be made within **20 business days** after receipt of purchase order, **excluding State of Alabama holidays**. All components necessary to meet the specifications must be delivered within this twenty (20) day time frame. Retirement Systems of Alabama accepts deliveries Monday – Friday 8:00 A.M. to 5:00 P.M., excluding State of Alabama holidays. If necessary, awarded vendor will utilize expedited shipping at vendor’s expense to meet delivery deadline requirements.

## EQUIPMENT AND ACCESSORIES

All equipment must be new, unused, Original Equipment Manufacture, and cannot contain any used or reprocessed parts or used or reprocessed components. Previously owned, refurbished, demonstration or field equipment will not be considered acceptable.

## **WARRANTY**

Hardware and software products purchased from awarded bidder must be covered by standard manufactures warranty for that product. The warranty period shall commence on the date the product is received by the Retirement Systems of Alabama.

## **MAINTENANCE**

Discounts should be quoted for one-year and three-year maintenance agreements. The maintenance agreement period shall commence on the date the product is received by the Retirement Systems of Alabama.

**PRICE SHEET**  
**IT HARDWARE & SOFTWARE**  
**ITB 11-023**

QUOTE **PERCENTAGE DISCOUNT OFF** MANUFACTURER'S U.S. LIST PRICE

MANUFACTURER	HARDWARE	SOFTWARE	PROF. SVCS	1-YR MAINT	3-YR MAINT
<b>EMC</b>	%	%	%	%	%
<b>Data Domain</b>	%	%	%	%	%
<b>RSA The Security Company</b>	%	%	%	%	%
<b>VMWare</b>	%	%	%	%	%
<b>Isilon</b>	%	%	%	%	%

**RSA AGREEMENT  
For Purchase of  
IT HARDWARE AND SOFTWARE**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between **(Contractor)** and the Teachers' Retirement Systems of Alabama and the Employees' Retirement System of Alabama (hereafter referred to as the "Retirement Systems of Alabama" or "RSA") for the purchase of IT Hardware and Software. Contractor agrees to supply products at the rates specified in the Price Sheet, hereto attached, and in accordance with specifications, terms and conditions set forth in Invitation to Bid 11-023.

**AGREEMENT PERIOD**

The initial term of this agreement shall be from \_\_\_\_\_ through \_\_\_\_\_. Up to four additional 12-month Agreement periods may be entered into under the same specifications, pricing, terms and conditions if agreed upon in writing by both parties. In the event Retirement Systems of Alabama elects to renew the Agreement for an additional twelve (12) month period, the contractor will be notified in writing at least sixty (60) calendar days prior to the commencement of the additional period involved, and the contractor shall accept or reject, in writing, said extension within fourteen (14) calendar days after receipt of said notice.

**GENERAL CONDITIONS**

The Contractor agrees to provide the products specified in Invitation to Bid #11-023, and any and all addenda and/or supporting documents to said Invitation to Bid, in accordance with the bid specifications, at the prices quoted by Contractor in its bid response.

**CONTRACT DOCUMENTS**

All specifications, terms and conditions set forth in the Retirement Systems of Alabama Invitation to Bid #11-023, including its schedules and addenda attached thereto, are fully a part of this Agreement, and with this document constitute the entire Agreement.

**CONTRACTOR STATUS**

It is understood that Contractor is an independent contractor and neither it nor its employees or agents shall be considered employees of the State of Alabama entitled to State of Alabama Merit System benefits.

**APPLICABLE LAW**

The laws of the State of Alabama shall govern the interpretation and performance of this Agreement. Matters governing the terms and conditions of employment of the employees of the Contractor are entirely within the cognizance of Contractor. The Retirement Systems of Alabama shall have no right to control any of the actions of the employees of the Contractor, except as provided herein. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. Contractor warrants that it will comply with all applicable federal, state, and local laws, ordinances, orders, codes, and rulings governing equal employment opportunity, and further warrants that it will comply with such directives in all matters of employee health, safety and payment of wages and salaries. Contractor shall establish and

maintain procedures and controls adequate to prevent its employment of any alien who is not legally eligible for such employment under the immigration laws of the Federal government.

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect, or which may, during the course of this agreement, be enacted, then that conflicting provision in the agreement shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

## **TERMINATION**

Retirement Systems of Alabama shall have the right, at its sole option and discretion, to terminate this Agreement at any time without any default on the part of the contractor, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of termination. Retirement Systems of Alabama shall have the right to terminate this Agreement immediately by written notice to the Contractor if the Contractor fails to execute the services promptly and to RSA's satisfaction, or fails to perform any obligation imposed by any provision of this Agreement. The Contractor at its sole option and discretion shall have the right to terminate this Agreement at any time by giving written notice to Retirement Systems of Alabama at least 60 calendar days prior to the effective date of termination.

## **FORCE MAJEURE**

Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, riots, acts of war, acts of terrorism, governmental regulations superimposed after the act, earthquakes, or other causes beyond the reasonable control of such party. In the event of any occurrence, which a party considers may cause a delay or failure of performance, such party shall promptly notify the other party in writing. Upon receipt of such written notice, the recipient shall have the option to terminate the Agreement in accordance with the guidelines set forth below in "**TERMINATION**", or to continue the Agreement once the impediments to performance have been removed.

## **NONWAIVER**

During the term of this Agreement, any failure of the Retirement Systems of Alabama to discover or reject unacceptable work or work performed not in accordance with the specifications, terms and conditions of the Agreement, shall not be deemed an acceptance thereof, nor a waiver of the Retirement Systems of Alabama's right to a proper execution of the Agreement or any part of it by Contractor.



## **SEVERABILITY**

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the laws of the jurisdiction governing the entire Agreement, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such unenforceable provisions had never been contained herein.

## **SUCCESSORS AND ASSIGNS**

Contractor shall not assign the Agreement or any interest herein or any monies due or to become due hereunder in violation of the Code of Alabama, Section 41-16-29. The Retirement Systems of Alabama and any of its successors and assignees reserve the unconditional right to assign any or all of its rights, title, interest or obligations in and to this Agreement for any or all locations covered by this Agreement to any agencies or associated or affiliated governmental bodies. Upon the effective date of any such assignment, the assignor shall be released from all rights, titles, interests and obligations under that portion of the Agreement assigned and the assignee shall assume all such rights, titles, interests and obligations.

## **SUBCONTRACTING**

The contractor shall be solely responsible to provide all items and services specified within Invitation to Bid 11-023. The contractor agrees that no portion of the services shall be subcontracted without written approval of Retirement Systems of Alabama. If contractor requests approval to subcontract any services specified herein, and approval is granted by Retirement Systems of Alabama, such subcontracting shall not be construed as to release the contractor from any obligation or responsibility under the specifications, terms, and conditions of the Invitation to Bid, nor diminish or modify any of its obligations stated herein. It shall be the responsibility of the contractor to negotiate with its subcontractor for remuneration for warranty services provided by subcontractor. Contractor shall absorb all charges by subcontractor for any and all services provided to Retirement Systems of Alabama under the terms and conditions of ITB 11-023.

## **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold The Retirement Systems of Alabama, its administrators, officers, employees, and agents harmless from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Services under this Agreement or lack thereof.

## **PERMITS, LICENSES, FEES AND REGULATIONS**

Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the Services. All cost therefore shall be deemed to be included in the prices listed on the Price Sheet of Invitation to Bid #11-023. Contractor shall comply with all Federal, State, County, and Municipal laws, regulations, and codes pertaining to the performance of the service.

## **DISCLOSURE OF INFORMATION**

Contractor agrees that it will not, during or after the term of this Agreement, disclose any proprietary information or confidential business information of the Retirement Systems of Alabama and/or the State of Alabama, including but not limited to its costs, charges, operating procedures, methods of doing business, or correspondence to any person, firm, corporation, association, or other entity or to the general public for any

reason or purpose whatsoever, without the prior written consent of the Retirement Systems of Alabama. Such confidential or proprietary information received by the Contractor shall be used by it exclusively in connection with the performance of the Services.

Contractor shall not issue or release for publication any articles or advertising or publicity matter relating to the Services performed by the Contractor hereunder or mentioning or implying the name of the Retirement Systems of Alabama, its agencies or its departments or their respective personnel, without the prior written consent of the Retirement Systems of Alabama.

## **BILLING**

Invoices will be mailed to:

ATTN: ITS Purchasing  
Retirement Systems of Alabama  
P O Box 302150  
Montgomery, Alabama 36130-2150

**RSA AGREEMENT  
For Purchase of  
IT HARDWARE AND SOFTWARE**

FOR RETIREMENT SYSTEMS OF ALABAMA

BY: \_\_\_\_\_  
David G. Bronner

TITLE: Chief Executive Officer

DATE: \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_  
Legal Counsel

FOR CONTRACTOR

BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**PRICE SHEET  
IT HARDWARE & SOFTWARE  
ITB 11-023**

QUOTE **PERCENTAGE DISCOUNT OFF** MANUFACTURER'S U.S. LIST PRICE

MANUFACTURER	HARDWARE	SOFTWARE	PROF. SVCS	1-YR MAINT	3-YR MAINT
<b>EMC</b>	%	%	%	%	%
<b>Data Domain</b>	%	%	%	%	%
<b>RSA The Security Company</b>	%	%	%	%	%
<b>VMWare</b>	%	%	%	%	%
<b>Isilon</b>	%	%	%	%	%

# ***Retirement Systems of Alabama***

## **VENDOR CERTIFICATION**

(Required by Act 2006-557)

I hereby attest that \_\_\_\_\_ is appropriately registered to collect  
(company name)  
and remit sales, use and lease tax on all its sales and leases into the State of Alabama and is not  
barred from bidding for or entering into a contract under ACT 2006-557. I hereby acknowledge  
that the Retirement Systems of Alabama may declare any contract awarded from this ITB void if this  
certification is false.

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Witness**

# State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM:

ADDRESS:

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD:

Retirement Systems of Alabama

ADDRESS:

201 S. Union Street, Montgomery, AL 36104

334-517-7130

CITY, STATE, ZIP

TELEPHONE NUMBER:

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

State Agency/Department	Type of Goods/Services	Amount Received

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

State Agency/Department	Date Grant Awarded	Amount of Grant

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Public Official/Employee	Address	State Department/Agency

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Family member	Address	Name of Public Official/ Public Employee	State Department/ Agency Where Employed

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)


Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)


List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

Name of Paid Consultant/Lobbyist	Address

***By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.***

Signature	Date
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Notary's Signature	Date	Date Notary Expires
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***Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.***